

KOLAR DISTRICT.

Notification dated 15th May 1932.

It is hereby informed for general information that the exclusive right of collecting minor forest produce on all Government unoccupied lands, Amrit Mahal Kavals, State Forests, Reserved lands and plantations for two years from 1st July 1932 to 30th June 1934 will be sold by public auction, taluk by taluk, on the dates and at the places specified below by the District Forest Officer, Kolar District, Kolar.

Name of taluk	Date of sale	Place of sale	Remarks
Kolar	16th June 1932	District Forest Office, Kolar.	(a) Excludes the produce of Inam, Jodi, Kayamgutta Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals as well as Amarayi which is sold separately by the Revenue Department. Village Amarayi consists of the following ten kinds of produce found in the assessed waste, gomal, kharab lands, gavatana and other lands set apart for communal purposes (1) Hunse (2) Mavu (3) Seege (4) Cocanut (5) Hippe (6) Neralu (7) Halasu (8) Jali (9) Honge seeds and leaves and (10) Byala.
Srinivasapur	18th do	Traveller's Bungalow, Srinivasapur.	
Mulbagal	20th do	Do Mulbagal	
Malur	22nd do	Range Forest Office, Malur.	
Bagepalli	25th do	Do Bagepalli	
Gudibanda Sub-Taluk.	27th do	Traveller's Bungalow, Gudibanda.	

N.B.—The Government will not make any extra demand for lands resigned from occupation and the lessees shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

Description of produce.		
Seegekayi	Gall-nut	Bende fibre
Gum	Antavaladakai	Wild olive
Honey	Guricharlu	Silk cotton
Bees-wax	Wild castor seeds in State Forests only	Kirichal (State Forests only)
Kapilarang	Kan-pepper	Bendu do
Gerubija or marking nut	Kan-cardamom	Lin seeds
Wood apple	Marsani buds	Bolar bark
Lichens	Halmaddi	Pot stone
Horns	Hulgal seeds	Rampatre or Kanpatre
Hides	Cinnamon seeds	Jungle saffron
Tarikayi	Vetehuli	Patanga
Kanchagache	Chikadbija	Bones
Maddi	Nim seeds	Chagachebija
Gujjiagala	Hippe seeds	Cashewnut
Pappalichakke	Makliberu in State Forests only	Mango fruits
Kalluhuvu	Somechekke	Sogadeberu
Kakkekayi	Niliseeds	Lebi fruit
Inglara		Nux vomica

Remarks.—The Tamarind, Sethapal and Marady seeds of the above Taluks will be sold as independent items.

1. The auction will commence at 2 P.M., and if it is not concluded on the same day, it will be continued on the next following day at the same hour.

2. Defaulters on account of previous lease will not be permitted to bid.

3. No person will be allowed to bid unless he (1) produces a certificate from the Amildar of the taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided in clause 5 and (ii) deposits also with the officer holding the sale a sum of Rs. 200 which must be in the form of cash or currency notes.

Note.—In the case of taluks where the minor forest produce revenue may not fetch more than Rs. 200, a sum of Rs. 50 only should be deposited with the sale conducting officer.

4. The highest bidder shall deliver his solvency certificate to the officer conducting the sale and get in exchange if he so desires a certificate signed by the latter which will be a sufficient authority for him to bid at auction sales in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale in case the party named therein happens to be the highest bidder obtaining in lieu thereof if he wishes a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

5. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder by the District Forest Officer or the Chief Conservator of Forests in Mysore, Bangalore, as the case may be, who, at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

6. The successful bidder shall, immediately after the close of the sale, credit into the Government Treasury one-quarter of the total sale amount including the deposit already made together with local, education and railway cesses at Rs. 0-1-0, 0-0-6 and 0-0-3 respectively. In default, the deposit will be forfeited and the right resold. Such resales will be at the risk of the defaulting purchasers who will be liable to make good any loss that may result to Government right but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

7. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

8. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value procured at his own cost and also furnish security deposit of Rs. 500 or one-quarter of the sale amount whichever is less for the due fulfilment of the conditions of the contract in the shape of Government Saving Bank Deposit.

In default either to execute the agreement with the necessary sureties or to furnish the required security or both the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Note (1) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be had at any of the District Forest Offices.

9. The balance of the three-fourths of sale amount will be paid in three equal instalments as follows:—

First khist on or before 1st November 1932.

Second do 1st March 1933.

Third do 1st July 1933.

In default to pay the instalments on due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue under section 79 of the Forest Regulation or any other law in force for the time being.

Further conditions to be entered in the agreement are:—

- (a) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.
- (b) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.
- (c) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessee shall not further sublet it without previous sanction.
- (d) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.
- (e) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by the Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease and the Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspectors respectively.

- (f) The lessee or sub-lessee shall render every month to the District Forest Officer an account of the number of cart-loads of the produce collected and carted during the month.
- (g) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the transport of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Officer and will have a seal of the District Forest Officer impressed. The duplicate copies will be submitted to the Range Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Officer and fresh supply obtained.

Note (1) Forest Forms 84 and 85 shall be used.

- (h) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the forest Regulation irrespective of any action that may be taken under the contract.
- (i) The lessee or sub-lessee shall remove out of the limits of the Taluk before the 30th June 1934 all the produce collected and stored under the terms of the lease.
- (j) Neither the lessee nor sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.
- (k) No collection of minor forest produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to the end of April of each year.
- (l) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.
- (m) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the village Amarayi as detailed in para 1 above.
- (n) No damage shall be caused to the trees while collecting the minor forest produce and such damage will be assessed by the Range Officer which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.
- (o) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

10. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both. These penalties will be enforced at the discretion of the District Forest Officer or the Chief Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit amount in part or in full, the difference will be made good immediately by the contractor and if not, the lease will be cancelled and resold at the risk of the original purchaser who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

S. VENKATAVARADIENGAR,
District Forest Officer.

PRINCESS KRISHNAJAMMANI TUBERCULOSIS SANATORIUM, MYSORE.

Abstract Notification dated 5th May 1932.

Sealed tenders in triplicate for the supply of "Servants Uniform" required for the Princess Krishnajammanni Sanatorium, Mysore, will be received on Monday the 30 May 1932. For full particulars please see *Mysore Gazette*, dated 5th May 1932.

B. JAYARAM,
Medical Officer.

OFFICE OF THE EXCISE COMMISSIONER IN MYSORE, BANGALORE.

Notification No. C1. 1469-31-32, dated 23rd-25th May 1932.

It is hereby notified for the information of the public that red paint will be used for marking toddy-yielding trees licensed to be tapped in the State during the official year 1932-33 and that for the marking of cocoanut trees during the second half of the year commencing from 1st January 1933 and ending with 30th June 1933, green paint will be used.

D. SRINIVASA IYENGAR,
Excise Commissioner in Mysore.